

**Exhibit F**

797 Cromwell Park Drive  
Suite A-F  
Glen Burnie, MD 21061

Voice: 800.638.7000  
Fax: 800.626.7530  
customer.service@data-search.com

**Order Type: INSURED TITLE SEARCH****REPORT# 1482442V**

Creation Date: 10/02/08  
Current Thru: 09/30/08

Client : Top Notch Title, LLC  
Ref. : 48186-08  
Ordered As: Curry, Lyndol A  
Address : 20 Fairfax Drive  
:  
: Huntington WV 25705  
County.. : CABELL COUNTY

Client: 11115

Report Fee: \$ 205.00

ReIssue: N

**Deed Information:****\*\* ALL OWNERS MUST SIGN LOAN DOCUMENTS \*\***

Dated: 08/27/07 Recorded: 08/30/07 Book: 1176 Page: 135

**Owner: Lyndol A. Curry, Unmarried Melinda L. Hopkins and Harry Hopkins, Wife  
And Husband, As Joint Tenants With Right Of Survivorship And Not As  
Tenants In Common**

Previous Owner: Lyndol A. Curry

Legal: \*\* See Deed Consideration: 10.00 Fee Simple: Yes

Land: 23340.00 Improvements: 76740.00 Total: 100080.00

Notes: Gideon District# 05

**Taxes:**

2008 - County Payable: Bi-Annual Acct: 00028727 TaxID: 63/0406 Tax Sale: N  
1st Half Amount: 842.00 Status: Paid Due: 09/01/08 Paid: 08/25/08  
2nd Half Amount: 842.00 Status: Open Due: 03/01/09

**Encumbrances:**

Document: Deed of Trust

Securing: G M A C Mortgage, L.L.C.

Dated: 07/20/07 Recorded: 07/24/07 Book: 2170

Amount: 186000.00  
Page: 115 Open End:N

Notes: Tr: N/A Signed: Lyndol A. Curry

**Liens/Judgments:**

YES - See Attached Judgment Page. - Patriot Act Run.

This report was compiled exclusively from public records and is not an  
opinion of title, title guarantee, or title commitment.

**LIMITATION OF LIABILITY:** Liability for loss or damage due to errors or  
omissions is limited to a maximum of Twenty-Five Thousand dollars  
(\$25,000.00) and to "Client" identified above. Use of this report for  
any purpose constitutes acceptance of this limitation.

This report is good for 60 days.

**DATASEARCH**

PEOPLE.PARTNERS.PIONEERS

797 Cromwell Park Drive

Suite A-F

Glen Burnie, MD 21061

Voice: 800.638.7000

Fax: 800.626.7530

customer.service@data-search.com

Order Type: INSURED TITLE SEARCH

REPORT# 1482442V  
Reported Thru Date  
09/30/08Ordered As: Curry, Lyndol A  
20 Fairfax Drive  
Huntington

WV 25705

**Liens / Judgments:**Against : Harry Hopkins, Jr.  
Plaintiff: Webco DBA Mack & Dave's  
Dated : 09/03/03 Docket: 84  
Case : 03C-1537  
Note:

Page: 283

Amount: 1115.69+

Against : Harry Hopkins  
Plaintiff: Pancake Property Services, L.L.C.  
Dated : 08/09/05 Docket: 94  
Case : 05C-653  
Note:

Page: 188

Amount: 926.97

Against : Melinda Hopkins  
Plaintiff: Pancake Property Services, L.L.C.  
Dated : 08/09/05 Docket: 94  
Case : 06C-653  
Note:

Page: 189

Amount: 926.97

Against :  
Plaintiff:  
Dated :  
Case :  
Note:

Amount :

Against :  
Plaintiff:  
Dated :  
Case :  
Note:

Amount :

Against :  
Plaintiff:  
Dated :  
Case :  
Note:

Amount :

This report was compiled exclusively from public records and is not an opinion of title, title guarantee, or title commitment.  
 LIMITATION OF LIABILITY: Liability for loss or damage due to errors or omissions is limited to a maximum of Twenty-Five Thousand dollars (\$25,000.00) and to "Client" identified above. Use of this report for any purpose constitutes acceptance of this limitation.  
 This report is good for 60 days.

## DOCUMENT RECORDING PICKUP / NOTIFICATION REQUEST

**Client Information:**

Top Notch Title, LLC  
5040 Corporate Woods Drive  
Suite 130  
Virginia Beach VA 23462

Client Number: 11115 Report Number: 1482442V

**Customer Information:**

Curry, Lyndol A  
20 Fairfax Drive

Huntington WV 25705

County: CABELL COUNTY

Your EXACT loan amount: \$ \_\_\_\_\_ Open-End: \_\_\_\_\_

Your Position (circle one): First / Second Rescission Date: \_\_\_\_\_

Branch Hours: \_\_\_\_\_ (circle one) EST CST MST PST

\_\_\_\_\_ We have closed this loan and the documents are ready for pickup. Please send a Fed-Ex Label via your automated label generator to the fax/email below.

\_\_\_\_\_ We have closed our loan and the documents have been given to **our carrier** for delivery. Please follow up your recording and send a confirmation when recorded.

Carrier Name: \_\_\_\_\_

Confirmation Number: \_\_\_\_\_

Email/Fax : \_\_\_\_\_

Additional Requests:

**\*\*Please Note that this form can be completed online via Empower or vmcSelect**

**\*If your document is NOT coming back to Data Search for review, please fax a copy of the First Page, Signature Page, Legal Description, HUD and payoff checks to our fax number below. This will expedite the issuance of your final title policy, if applicable.**

**\*If Title Insurance has been ordered, please send a copy of your Mortgage/Deed of Trust, Legal that is attached and your HUD, to expedite the Final Title Policy.**

We need the following Endorsements: (If a Title Policy is to be issued)

Rev. Credit \_\_\_\_ ALTA 8.1 \_\_\_\_ ALTA 5 \_\_\_\_ ALTA 9 \_\_\_\_ 116 \_\_\_\_ ALTA 4 \_\_\_\_

Other: \_\_\_\_\_

Data Search Guarantee - We will fax/email you the label within 30 minutes of receipt of this fax. If you do not receive it, contact us immediately.

We appreciate your business and thank you for your continued support.

**FAX THIS TO 800-626-7530 ASAP**

*This form is an "optional" attachment to your title report. If you DO NOT want to receive it in the future please let us know and we can discontinue it immediately.*



797 Cromwell Park Drive  
Suite A-F  
Glen Burnie, MD 21061

Voice: 800.638.7000  
Fax: 800.626.7530  
customer.service@data-search.com

Report Number: 1482442

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CURRENT DEED

Grantor: Lyndol A. Curry

Owner : Lyndol A. Curry, Unmarried Melinda L. Hopkins and Harry Hopkins, Wife  
And Husband, As Joint Tenants With Right Of Survivorship And Not As  
Tenants In Common

Date of Deed : 08/27/2007 BOOK: 1176

Deed Recorded: 08/30/2007 PAGE: 135

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CHAIN OF TITLE

Grantor: Scott Hoppe & Jackie Hoppe

Owner : Lyndol A. Curry

Date of Deed : 07/20/07 BOOK: 1174

Deed Recorded: 07/24/07 PAGE: 324

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Grantor: Mack Pinson & Mary Edith Pinson

Owner : Jackie Hoppe & Scott Hoppe

Date of Deed : 01/30/98 BOOK: 1038

Deed Recorded: 03/23/98 PAGE: 181

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Grantor: Administrator, Small Business Administration

Owner : Mack Pinson & Mary Edith Pinson

Date of Deed : 08/06/84 BOOK: 855

Deed Recorded: 09/04/84 PAGE: 704

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Printed: 10/02/2008 - 11:14:32 By: jes266

Report Number: 1482442

Exhibit A

All those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETT'S PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

Subject to easements, restrictions, and covenants of record, if any.

SEP 10 2007  
Title First Agency  
6007 US Route 60 E., #121  
Barboursville, WV 25504  
1354350

## DEED

THIS DEED, made and entered into this 27<sup>th</sup> day of August, 2007, by and between  
**Lyndol A. Curry**, party of the first part, and **Lyndol A. Curry, unmarried, Melinda L.  
Hopkins and Harry Hopkins, wife and husband**, parties of the second part.

**WITNESSETH:** That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by party of the first part, the said party of the first part does hereby GRANT and CONVEY unto the said parties of the second part as joint tenants with right of survivorship and not as tenants in common, with **covenants of general warranty**, all of that certain lot, tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, as follows:

Situated in the State of West Virginia, County of Cabell and in the District of Gideon.

ALL those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETTS PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

Known as: **20 Fairfax Drive, Huntington WV 25705**

This conveyance is made subject to any and all exceptions, agreements, restrictions, covenants, easements and rights of way set forth in prior deeds of records.

Prior conveyance by deed bearing the date July 20, 2007 and of record in the Office of the Clerk of the County Commission of Cabell County, WV, in Deed Book 1174, Page 324.

### DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declares that this is a transfer from parent to child without actual consideration.

Witness the following signature and seal:

*Lyndol A. Curry*  
Lyndol A. Curry

State of West Virginia,  
Cabell County, SS:

AUG 30 2007

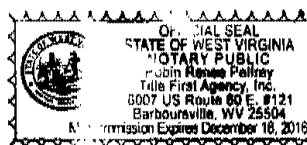
I, Robin Pelfrey, Notary Public of and for the county and state aforesaid, do hereby certify that Lyndol A. Curry, whose name is signed to the foregoing writing bearing date the 27<sup>th</sup> day of August, 2007, have this day acknowledged the same before me in my said county and state.

Given under my hand this 27<sup>th</sup> day of August, 2007.

*Robin Rene Pelfrey*

This instrument prepared at the direction of the parties herein and without benefit of title examination by:  
Lisa Balderson, Esq.,

6007 U.S. Route 60 East  
Barboursville, WV 25504



CABELL COUNTY CLERK  
DEED  
Date/Time: 08-30-2007 11:25  
List #: 271097  
Book/Page: 1174 / 15  
Record Fee: \$11.00  
COST: \$2

# Cabell County Sheriff's Tax Office

## Cabell County Real Property



Tax Year: 2008 Account Number: 3727  
Ticket #: 000022777 Taxpayer I.D.:  
District: 05 - GIDEON

Property Owner	Property Description
CURRY LYNDOL A MELINDA L & HARRY HOPKINS 20 FAIRFAX DR HUNTINGTON, WV 257051330 Lending Institution:	LT 272-273 RICK PL 20 FAIRFAX DR Map/Parcel: 63 / 0406 0000 0000 Lot Size: Acreage: Book: 1030 Page: 181

Tax Class: 2

Homestead Exemption: None

Back Tax: None

Exoneration: None

Prior Delinquents: None

Special Disposition:

### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	23340	23340	
Building	76740	76740	
Total	100080	100080	863.59

AMOUNTS DUE: First Half: none due Second Half: 842.00 If paid by: 03/01/2009 Total Due: 842.00 If paid by: 03/01/2009

### PAYMENTS RECEIVED:

	First Half	Second Half
Net	863.59	.00
Discount	21.59	.00
Interest	.00	.00
Total	842.00	.00
Date	08/25/2008	none paid

Please Remit Payment (if any) to: Cabell County Sheriff's Tax Office  
PO Box 2114

Huntington, WV 25721

Or call (304) 526-8672 with questions.

<http://69.43.50.138:8003/cgi-bin/TAXINQ?SEARCH=3&TPTYR=2008&TPTICK=22777...> 9/30/2008

THIS DEED, made and entered into this 20<sup>th</sup> day of July, 2007, by and between **Scott Hoppe and Jackie Hoppe, Husband and Wife**, parties of the first part, and **Lyndol A. Curry** party of the second part.

**WITNESSETH:** That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by parties of the first part, the said parties of the first part do hereby GRANT and CONVEY unto the said party of the second part with **covenants of general warranty**, all of that certain lot, tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, as follows:

Situated in the State of West Virginia, County of Cabell and in the District of Gideon.

ALL those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETTS PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

Known as: **20 Fairfax Drive, Huntington, WV 25705**


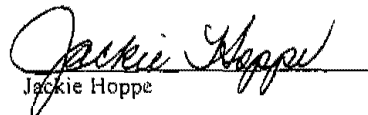
This conveyance is made subject to any and all exceptions, agreements, restrictions, covenants, easements and rights of way set forth in prior deeds of records.

Prior conveyance by deed bearing date the 30<sup>th</sup> day of January, 1998 and of record in the Office of the Clerk of the County Commission of Cabell County, WV, in Deed Book 1030, Page 181.

#### DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declare(s) that the total consideration paid for the property transferred by this instrument is \$218,000.00.

Witness the following signature and seal:

  
Scott Hoppe  
  
Jackie Hoppe

CABELL COUNTY CLERK  
DEED  
Inst. #: 286124  
Book/Page: 1174- / 325-  
Recd/Tax: 990.20 979.20

State of West Virginia,  
Cabell County, SS:

I, Angela K. Wheeler, Notary Public of and for the county and state  
aforesaid, do hereby certify that Scott Hoppe and Jackie Hoppe, Husband and Wife, whose names  
are signed to the foregoing writing bearing date the 20<sup>th</sup> day of July, 2007, have this day  
acknowledged the same before me in my said county and state.

Given under my hand this 20<sup>th</sup> day of July, 2007.

Angela K. Wheeler  
Notary Public

This instrument prepared by:  
Lisa L. Balderson, Esq.  
6007 US Rt. 60 E., Ste 121  
Barboursville, WV 25504



WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS  
INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND  
TOGETHER WITH THE CERTIFICATE THEREON,  
AND IS ADMITTED TO RECORD JUL 24 2007  
TESTE: Angela K. Wheeler CLERK, CABELL COUNTY COURT

THIS DEED, made this 30th day of January, 1998, by and between MACK PINSON and MARY EDITH PINSON, husband and wife, parties of the first part, Grantors and JACKIE HOPPE and SCOTT HOPPE, her husband, parties of the second part, Grantees.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the parties of the first part do hereby GRANT AND CONVEY unto the parties of the second part as joint tenants with right of survivorship and not as tenants in common the following described real property, to-wit:

All those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETTS PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

Being the same property conveyed to Mack Pinson and Mary Edith Pinson, the grantors herein, by deed dated August 6, 1984 and of record in the Office of the Clerk of the County Commission of Cabell County, West Virginia, in Deed Book 855, at Page 704.

The parties of the first part covenant and agree with the parties of the second part that they will WARRANT GENERALLY the title to the property herein conveyed, except for covenants, restrictions and easements which may appear of record and to which this conveyance is made expressly subject; however, it is not intended to create or reimpose any restrictions on the basis of race, creed or color.

Under penalties of fine and imprisonment as provided by law, the Grantors herein declare that the total consideration received for the real property conveyed hereby is \$ 90,000.00

WITNESS the following signatures and seals:

Mack Pinson (SEAL)  
MACK PINSON

Mary Edith Pinson (SEAL)  
MARY EDITH PINSON Clerk of  
Date/Time: 03/23/1998 15:03  
Inst #: 20122  
Book/Page: 1838- / 181-  
Recd/Tax: 399.00 396.00

MAR 25 1998

FRAZIER & OXLEY, L.C.  
P. O. BOX 2808  
HUNTINGTON, WV 25727-2808

STATE OF WEST VIRGINIA,  
COUNTY OF CABELL, TO-WIT:

I, Leon K. Oxley, a Notary Public in and for the County and State  
aforesaid, do hereby certify that Mack Pinson and Mary Edith Pinson, husband and wife, whose  
names are signed to the writing above bearing date of 30<sup>th</sup> day of January, 1998, have this day  
acknowledged the same before me in my said County.

Given under my hand this 30<sup>th</sup> day of January, 1998.

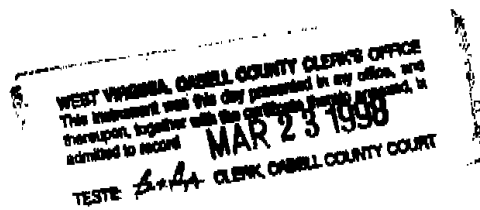
My commission expires October 9, 2005



Leon K. Oxley  
Notary Public

This instrument was prepared  
without examination of title by:

FRAZIER & OXLEY, L. C.  
P.O. Box 2808  
Huntington, West Virginia 25727



CABELL COUNTY CLERK  
DEED Clerk 84  
Date/Time: 03/23/1998 15:03  
Inst #: 20122  
Book/Page: 1838- / 182-  
Recd/Tax: 399.00 396.00

THIS DEED, made and entered into this 6th day of August, 1984, by and between the ADMINISTRATOR, SMALL BUSINESS ADMINISTRATION, an Agency of the United States Government, party of the first part, and MACK PINSON and MARY EDITH PINSON, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, parties of the second part;

WITNESSETH: That for and in consideration of the premises and Ninety-Three Thousand Dollars (\$93,000.00), paid by the parties of the second part to the party of the first part, the party of the first part, hereby grants, sells and conveys, with covenants of special warranty, unto Mack Pinson and Mary Edith Pinson, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, parties of the second part, the following described property:

All those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETTS PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

RECORDED  
SEP 13 1984  
CABELL COUNTY CLERK

And being the same property conveyed to the party of the first part by James O. Porter, Trustee, by deed bearing date the 24th day of March, 1983, recorded in the aforesaid Clerk's Office in Deed Book No. 832, at Page 666.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus and elevators (the Grantor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above-described property.

Frazier & Oxley

P. O. Box 2808

Huntington, W. V. 25727

SEP 6 1984

8-55-704

This conveyance is a transfer from an Agency of the United States Government and is not subject to the West Virginia Excise Tax on the privilege of transferring real property.

IN WITNESS WHEREOF, the Small Business Administration, an Agency of the United States Government, has caused these presents to be signed on this 6th day of August, 1984, by its proper officer pursuant to Delegation of Authority published in The Federal Register, Vol. 47, No. 10, on the 15th day of January, 1982.

SMALL BUSINESS ADMINISTRATION

By: Edward A. Dunn  
Assistant District Director  
for Finance and Investment

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, Pauline Stupinski, a Notary Public in and for the said County and State, do certify that Edward A. Dunn, who signed the writing above bearing date the 6th day of August, 1984, for the Small Business Administration, has this day acknowledged the said writing to be the act and deed of said Administration.

Given under my hand this 14th day of August, 1984.

Pauline Stupinski  
Notary Public

My Commission Expires:

March 31, 1984

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE SEP 4 1984

This instrument was this day presented in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.

TESTE: David H. Fortin CLERK, CABELL COUNTY COURT.

This instrument was prepared by:

James O. Porter, Attorney at Law  
Post Office Box 2185  
Huntington, West Virginia 25722

AUG 02 2007

After Recording Return To:

GMAC Mortgage, LLC  
 100 Witmer Road  
 Horsham, PA 19044-0963  
 ATTN: Records Management

(Space Above This Line For Recording Date)

Loan No. 9408  
 MIN 9408-9

## DEED OF TRUST

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 20, 2007, together with all Riders to this document.

(B) "Borrower" is  
 Lyndol A. Curry and Melinda Hopkins

Borrower's mailing address is 20 Fairfax Dr.  
 Huntington, WV 25705

Borrower is the trustor under this Security Instrument.

(C) "Lender" is  
 GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation

Lender is a limited liability company organized and existing under the laws of Delaware. Lender's address is  
 100 Witmer Road, P.O. Box 363, Horsham, PA 19044

WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac  
 UNIFORM INSTRUMENT Form 309 1/01

(Page 1 of 20) 388047907

Initials: *Lab*

346

GMACM - CMS.0040.WV (0001)

(D) "Trustee" is

. The Trustee resides at

County, West Virginia.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 20, 2007.

. The Note states that Borrower owes Lender  
One Hundred Eighty Six Thousand and 00/100

Dollars (U.S. \$ 186,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Other(s) [specify]	<input type="checkbox"/> Planned Unit Development Rider	

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3040, UH

GMACM - CMS.0040.WV (0001) (Page 2 of 20)

Initials: *LA*

CABEL COUNTY CLERK  
TRUST RECD  
Date/Time: 07/24/2007 12:45  
Inet #: 269126  
Book/Page: 2170 / 116-  
Recd/Tax: 29.00 .00

20070724 12:45:11  
WEST VIRGINIA

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower hereby irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Cabell

[Name of Recording Jurisdiction]

See Attached Legal

which currently has the address of  
20 Fairfax Dr,

[Street]

Huntington

West Virginia 25705

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

WEST VIRGINIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2049 100

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Initials: 

CABEL COUNTY CLERK  
TRUST NEED Clerk 18  
Date/Time: 07/26/2007 12:45  
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Book/Page: 2170- / 117-  
Rec'd/Tax: 29.00 .00

IN TRUST FOREVER to secure the payment of the Note which is payable to the order of Lender, the beneficial owner of said Note, at its principal office at the top of this Security Instrument, the residence of said beneficial owner, and to secure also any and all extensions, modifications and renewals of said Note, or any part thereof, however changed in form, manner or amount, and all other indebtedness of Borrower to Lender or Trustee hereunder.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other

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WEST VIRGINIA -- Single Family -- Family Mac/FredMac UNIFORM INSTRUMENT Form 2040 1/01

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Initials: 

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TRUST RECD  
Date/Time: 07/26/2007 12:45  
Inst #: 26126  
Book/Page: 2170-1 LB-  
Recd/Tax: 29.00 .00

amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of

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WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 309 (2011)  
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Initials: 

CHANEL DUNNITY CLERK  
TUESDAY DEED Clerk 10  
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Trcl #: 288125  
Book/Page: 2170 / 119-  
Recd/Tax: 29.00 .00

Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and

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floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest within thirty days after the date of the Notice of Placement of Insurance sent by Lender pursuant to W. Va Code § 46A-3-109-a(c).

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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TRUST DEED Clerk 18  
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Book/Page: 2170 / 121-  
Rec'd/Tax: 29.00 .00

or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

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TRUST RECD  
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connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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Recd/Tax: 29.00 .00

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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WEST VIRGINIA -- Single Party - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 300 (04/01)  
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TRUST DEED Clerk 18  
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Inst #: 288125  
Book/Page: 2170 / 125-  
Recd/Tax: 29.00 .00

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3042, 2007  
GMACM - CMS.0040.WV (0001) (Page 12 of 20)

Initials: *LLC*

CHIEF COUNTY CLERK  
TIMOTHY DEED Clerk 18  
Date/Time: 07/24/2007 12:45  
Inst #: 208126  
Book/Page: 2170 - 1 15-  
Recd/Tax: 29.00 .00

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All Notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

LOAN NO: [REDACTED] 9408  
WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3000  
GMACM - CMS.0040.WV (0001) (Page 13 of 20)

Initials: *LLC*

CABEL COUNTY CLERK  
TAMBI REED Clerk 18  
Date/TIME: 07/29/2007 12:45  
Inst #: 288126  
Book/Page: 2170 / 127-  
Recd/Fax: 29.00 .00

prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon

WEST VIRGINIA -- Single Family -- Pannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 300, 1/05  
GMACM - CMS.0040.WV (0001) (Page 14 of 20)

Initials:                     

CORREL COUNTY CLERK  
TRUST DEED  
Date/Time: 07/24/2007 12:45  
Jest H: 269126  
Book/Page: 2170- / 128-  
Recd/Tax: 29.00  
.00

reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

LOAN NO: [REDACTED] 9408  
WEST VIRGINIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3009 1/99  
GMACM - CMS.0040.WV (0001) (Page 15 of 20)

Initials: 

CHIEF COUNTY CLERK  
TIMOTHY NEED  
Date/Time: 07/24/2007 12:45  
Text #: 288226  
Book/Page: 2170- / 129-  
Recd/Tax: 29.00 .00



under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be reimbursed for all costs and expenses incurred by it in commencing such proceedings; and all costs and expenses so incurred by Trustee, together with interest thereon until paid at the Note default rate shall be and become a part of the obligations secured hereby and shall be collectible as such.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**24. Beneficiary's Address.** The beneficial owner and holder of the Note at the time of execution and delivery hereof is Lender, whose residence address is stated on the first page of this Security Instrument.

**25. Attorneys' Fees.** The provisions in this Security Instrument for Borrower to pay "attorneys' fees" shall be void.

**26. Notice of Trustee's Sale.** Any notice of other liens which may be given to Lender pursuant to W. Va. Code § 38-1-4, shall be effective upon the receipt of such notice, in writing, through the regular United States mail, postage prepaid, addressed to Lender at its address set forth on the face of this Security Instrument.

A copy of any notice of Trustee's sale under this Security Instrument shall be served on Borrower by certified mail, return receipt requested, directed to Borrower at the address stated above or such other address given to Lender in writing by Borrower, subsequent to the execution and delivery of this Security Instrument.

**27. Trustees and Substitution of Trustees.** It is hereby expressly covenanted and agreed to all parties hereto that Lender may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or person, in place of the Trustee herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustees herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustees herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustees who are named herein within the meaning of this Security Instrument, and substituted in their place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall

LOAN NO: 9408  
WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048  
GMACM - CMS.0040.WV (0001) (Page 17 of 20)

Initials: *L.C.B.*

CABEL COUNTY CLERK  
TAMM MCD Clerk 19  
Date/Time: 07/24/2007 12:45  
Inst #: 368126  
Book/Page: 2170- / III-  
Recd/Tax: 29.00 .00

recive the parties to, and the book and page of record of, this Security Instrument, and the description of the real property herein described, which instrument, executed and acknowledged by Lender and recorded in the office of the Clerk of the County Commission of the County wherein the Property is situate, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

The Trustees, or either of them or the survivor thereof, may act in the execution of this trust and in the event either of the Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to the Trustees herein jointly had been granted to such Trustee alone. Either or both of the Trustees are hereby authorized to act by agent or attorney in the execution of this trust, and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

**28. Waiver of Homestead Exemption.** Borrower hereby waives all right of homestead exemption in the Property.

**29. Lender's Purchase of Property Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required and described above, Lender may purchase insurance at Borrower's expense to protect its interest in Borrower's Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.


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WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 302b -- 01  
GMACM - CMS.0040.WV (0001) (Page 18 of 20)

Initials: *LLC*

CARROLL COUNTY CLERK  
TRUST DEED  
Date/Time: 07/24/2007 12:45  
Inet #: 269126  
Book/Page: 2170 / 12-  
Recd/Fee: 29.00 .00

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)  
Lyndol A Curry -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

LOAN NO: [REDACTED] 408  
WEST VIRGINIA -- Super Family -- Female Mini/Profile Max UNIFORM INSTRUMENT Form 3049 1/91  
GMACM - CMS.0040.WV (0001) (Page 19 of 20)

ORIEL COUNTY CLERK  
TREI DEB Clerk 18  
Date/Time: 07/24/2007 12:45  
Inet #: 268126  
Book/Page: 2170- / 15-  
Recd/Tax: 29.00 .00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WEST VIRGINIA,

Cabell County ss:

The foregoing instrument was acknowledged before me this  
July 20, 2007  
(date)

by  
Lyndol A. Curry and Melinda Hopkins

(person acknowledging)

My Commission Expires: Feb. 28, 2011

Angela K. Wheeler  
Notary Public

(Seal)



This instrument was prepared by Kendra Wood  
2600 Troy Center Drive, Suite 100  
Troy, MI 48064-1565  
for: GMAC Mortgage, LLC

WEST VIRGINIA -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 (04/01)  
GMACM - CMS.0040.WV (0001) (Page 20 of 20)

Initials: L.A.C.

CABELL COUNTY CLERK  
TAMM REED Clerk JR  
Date/Time: 07/24/2007 12:45  
Inst #: 268126  
Book/Pages: 2170- / 134-  
Rec'd/Tax: 29.00 .00

**Exhibit "A" – Legal Description**  
For File: 1350396

Situated in the State of West Virginia, County of Cabell and in the District of Gideon.

ALL those certain lots, pieces or parcels of real estate situate in the City of Huntington, Cabell County, West Virginia, shown on the revised map of RICKETTS PLACE AND FAIRFAX COURT, made by R. W. Breece, Engineer, and filed in the Cabell County Commission Clerk's Office, West Virginia, in Map Book No. 2, as Map 242, as LOTS NUMBERS TWO HUNDRED SEVENTY-TWO (272) and TWO HUNDRED SEVENTY-THREE (273), fronting on Fairfax Court.

Commonly known as: 20 Fairfax Drive, Huntington, WV 25705

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS  
INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND  
THEREUPON, TOGETHER WITH THE CERTIFICATE THEREON  
ANNEXED, IS ADMITTED TO RECORD. JUL 24 2007  
TESTE: *[Signature]* CLERK, CABELL COUNTY COURT

CABELL COUNTY CLERK  
TRUST RECD Clerk 18  
Date/Time: 07/24/2007 12:46  
Inst #: 268126  
Book/Page: 2170- / 15-  
Recd/Tax: 29.00 .00

IN THE MAGISTRATE COURT OF CABELL

COUNTY, WEST VIRGINIA

CASE NUMBER 03C-0001537

**CIVIL  
CASE HISTORY**

Filing date: 07/29/2003  
Release date:  
Prejudgment attachment:  
Counterclaims claims:  
Financial affidavit:  
Statutory bond?  
Notes: DJ FILED 8/26/03

Plaintiff, Address, Tel.  
WERCOR DBA MACK & DAVE'S  
1010 3RD AVE  
HUNTINGTON WV 25701  
657-4211  
SEP 09 2003

Defendant, Address, Tel.  
HARRY HOPKINS, JR  
1017 22ND ST  
HUNTINGTON WV 25701

Nature of action:  
Method: PL  
Service date: 07/29/2003  
Answer due date:  
Answer date:

Assigned Magistrate: CHAPMAN  
Transf. to:  
Transf. to: CHAPMAN  
Trial mag:

Notes:

WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE  
This instrument was this day presented in my  
office, and thereupon, together with the certificate  
therein enclosed, is admitted to record.  
CLERK, CABELL COUNTY COURT

SEP 03 2003

**FISCAL DATA**

Mag. Court Fund: 10.00  
RJA fee: 20.00  
Process fee, sheriff:  
Cert. of reg. mail:  
1st-class mail:  
1st-class mail & envel.  
Process fee, Sec. of St.  
Other: CIF 5.00  
Other: CSF 5.00  
Total due:  
Date: 07/29/2003 Mag. RJA Rec. # 03-06739 40.00

**PRETRIAL ACTIVITY**

Pl. P-T motions filed:  
Def. P-T motions filed:  
Jury request date:  
By: CABELL COUNTY CLERK  
Affidavit of prejudice date:  
JUDGMENT Clerk 21  
Affidavit of prejudice date:  
Date/Time: 09/03/2003 13:25  
Removal to circuit court:  
Inst #: 171392  
Pl's attorney:  
Book/Page: 84- / 283-  
Def's attorney:  
Recd/Tax: 6.00 .00

**Hearing Dates**

On P-T motions: Time:  
P-T conf.: Time:  
Original trial: Time:  
Other: Time:  
By: To: Time:  
By: To: Time:  
By: To: Time:  
By: To: Time:

**Continuances**

**DISPOSITION ACTIVITY AND JUDGMENT ORDER**

Dismissal: ☐ Complaint withdrawn ☐ Other ☐ We prejudge ☒ W/prejudice Date: 08/25/2003  
☒ Default judgment affidavit Judgment amount: 1,115.69 Favor of: PL  
Trial: ☐ Bench ☐ Jury ☐ Mistrial Judgment date: Possession of property?:  
After considering evidence and authorities, the Mag. court finds, and the court enters a judgment as follows:  
6-25-03/10 AGAINST J.R. HARRY HOPKINS, JR. IN AMT. \$1115.69 & \$20.00 COURT COSTS.

for \$ 1,115.69 plus \$ 20.00 court costs plus interest on total at 10% per year from date of judgment.  
Brenda Chapman Magistrate

**POST-JUDGMENT ACTIVITIES**

Post-judgment motion date(s): ☐ Set aside ☐ Stay ☐ Quash ☐ Other:  
Post-judgment hearing date(s): Status: ☐ Granted ☐ Set for new trial ☐ Denied  
Appeal filed date: Appeal bond amount: Type: Bond posted date:  
Appeal forwarded to Circuit Court date:  
Write: Possession: Execution: Suggestion: Sugg. execution:  
Judgment satisfied date:

**CERTIFICATION BY CLERK**

I, Thope E. Romine, hereby certify that the above is a true and complete record of all proceedings in the above civil action, filed in my office.

GIVEN UNDER MY HAND THIS 29 DAY OF August 2003  
Thope E. Romine Clerk

SCA-M4059/2-00

**CASE HISTORY**  
Filing date: 03/07/2005  
Release date:  
Prejudgment attachment:  
Counterclaim claim:  
Financial affidavit:  
Statutory bond?:  
Notes:

AUG 16 2005

315 5TH AVE  
HUNTINGTON WV 25701  
522-8365  
Nature of action: WRONGFUL OCCUPATION  
Method: PL  
Service date: 03/14/2005  
Answer due date:  
Answer date:  
Assigned Mag.:  
Transf. to:  
Transf. by:  
Trial mag.: SPENCE

Notes:

FISCAL DATA		PRETRIAL ACTIVITY	
Mag. Court Fund	\$ 10.00	Pl. P.T motions filed:	
RJA fee	20.00	Def. P.T motions filed:	
Process fee, sheriff		Jury request date:	By:
Cert. or reg. mail		Affidavit of prejudice date:	By:
1st-class mail & envel.		Affidavit of prejudice date:	WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON, TOGETHER WITH THE CERTIFICATE HERETO ANNEXED, IS ADMITTED TO RECORD.
Process fee, Sec. of St.	40.00	Removal to circuit court:	TESTE: (WITH SIGNATURE) CLERK, CABELL COUNTY COURT
Other:	5.00	Pl.'s attorney:	
Other:	5.00	Def.'s attorney:	
Total due:	\$ 80.00		
Date	Mag.	Rec.#	
03/08/2005	RDM	05-02372	\$ 90.00
Hearing Dates		Continuances	
On P.T motions:	Time:	By:	To:
P.T conf.:	Time:	By:	To:
Original trial:	03/15/2005	By:	To:
Other:	Time: 3:15 P	By:	To:

**DISPOSITION ACTIVITY AND JUDGMENT ORDER**

Dismissal: ☐ Complaint withdrawn ☐ Other ☐ With prejudice ☐ Without prejudice Date: 03/15/2005  
☐ Default judgment affidavit ☐ Confession Judgment amount: 926.97 Favor of: PLT B  
Trial: ☐ Bench ☐ Jury ☐ Mistrial Judgment date: 03/15/2005 Possession of property?: YES  
After considering evidence and authorities, the court jury finds, and the court enters a judgment as follows:  
TRIAL-FOUND FOR PETITIONER FOR \$926.97 & \$80.00 CC. TO VACATE BY MARCH 31, 2005 AT 5 PM.  
SAME JUDGMENT AS AGAINST CO-DEFENDANT(S): MELINDA HOPKINS

for \$ 926.97 plus \$ 80.00 court costs plus interest on total at % per year from date of judgment.  
Magistrate

**POST-JUDGMENT ACTIVITIES**

Post-judgment motion date(s): ☐ Set aside ☐ Stay ☐ Quash ☐ Other:  
Post-judgment hearing date(s): Status: ☐ Granted ☐ Set for new trial ☐ Denied  
Appeal filed date: Appeal bond amount: Type: Bond posted date:  
Appeal forwarded to Circuit Court date: Execution: Suggestion: Sugg. execution: Other:  
Judgment satisfied date:

**CERTIFICATION BY CLERK**  
I, Hope K. Kinnaird, hereby certify that the above is a true and complete record of all proceedings in the above civil action, filed in my office.  
GIVEN UNDER MY HAND THIS 9 DAY OF August 2005  
Hope K. Kinnaird  
SCA-M405B2-90

CASE HISTORY

Filing date: 03/07/2005  
 Release date:  
 Prejudgment attachment:  
 Counterfess claim:  
 Financial affidavit:  
 Statutory bond?:  
 Notes:

AUG 16 2005

Decl. Exhibit Pg 38 of 38

315 5TH AVE  
 HUNTINGTON WV 25701  
 522-8265  
 Nature of action: WRONGFUL OCCUPATION

MELINDA HOPKINS  
 1647 GLENWAY LANE  
 HUNTINGTON WV 25701  
 522-3257

Method: SP  
 Service date: 03/14/2005  
 Answer due date:  
 Answer date:  
 Assigned Mag.:  
 Transf. to:  
 Transf. to:  
 Trial mag.: SPENCE

Notes:

FISCAL DATA

Mag. Court Fund 10.00  
 RJA fee 20.00  
 Process fee, sheriff:  
 Cert. of reg. mail:  
 1st-class mail:  
 1st-class mail & envel.  
 Process fee, Sec. of St. 40.00  
 Other: 5F 3.00  
 Other: CEF 3.00  
 Total due: 80.00

PRETRIAL ACTIVITY

Pl. P-T motions filed:  
 Def. P-T motions filed:  
 Jury request date: By:  
 Affidavit of prejudice date: By:  
 Affidavit of prejudice date: WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS  
 Removal to circuit court: AFFIDAVIT WAS THIS DAY PRESENTED IN MY OFFICE AND  
 Pl.'s attorney: THEREUPON, TOGETHER WITH THE CERTIFICATE THEREOF  
 Def.'s attorney: WITNESSED, IN ADDED TO RECORD.  
 AUG 19 2005  
 (WITH SIGNATURE) CLERK, CABELL COUNTY COURT

Hearing Dates

On P-T motions: Time:  
 P-T conf.: Time:  
 Original trial: 03/15/2005 Time: 3:15 P  
 Other:

Continuances

CABELL COUNTY CLERK  
 JUDGMENT  
 Date/TIME: 08/09/2005 12:44  
 Time: 22:46  
 18-  
 6.00  
 .00

DISPOSITION ACTIVITY AND JUDGMENT ORDER

Dismissal: ☐ Complaint withdrawn ☐ Other: ☐ W/o prejudice ☐ W/prejudice Data:  
☐ Default judgment affidavit ☐ Confession Judgment amount: 926.97 Favor of: PLT B  
 Trial: ☐ Bench ☐ Jury ☐ Mistrial Judgment date: 03/15/2005 Possession of property?: YES  
 After considering evidence and authorities, the court jury finds, and the court enters a judgment as follows:  
 SAME JUDGMENT AS AGAINST CO-DEFENDANT: HARRY HOPKINS

for \$ 926.97 plus \$ 80.00 court costs plus interest on total at % per year from date of judgment.

POST-JUDGMENT ACTIVITIES

Post-judgment motion date(s): ☐ Set aside ☐ Stay ☐ Quash ☐ Other:  
 Post-judgment hearing date(s): Status: ☐ Granted ☐ Set for new trial ☐ Denied  
 Appeal filed date: Appeal bond amount: Type: Bond posted date:  
 Appeal forwarded to Circuit Court date:  
 Writ: Possession: Execution: Suggestion: Sugg. execution: Other:  
 Judgment satisfied date:

CERTIFICATION BY CLERK

I, Hope R. Spencer, hereby certify that the above is a true and complete record of all proceedings in the above civil action, filed in my office.

GIVEN UNDER MY HAND THIS

DAY OF

August 05  
 Hope R. Spencer

Clerk

SCA-M405B/2-90